

United States Bankruptcy Court
For the Eastern District of Wisconsin

In Re:
Lisa M. Fenske

Case No. 11-32073-MDM
Chapter 13

**Affidavit and Request for Release
Of Unclaimed Funds**

Dilks & Knopik, LLC as assignee to Advance America (who is a claimant in the captioned case) respectfully states and requests the following:

1. Advance America was a creditor of the Debtor and was entitled to receive and the trustee did, in fact, make a distribution from the estate to Advance America in the amount of \$306.06, which is the sum of all monies deposited.
2. Pursuant to 11 U.S.C. Section 347, ninety days after the final distribution of the assets of the estate, the distribution had not been negotiated and the unclaimed funds were paid into the court.
3. The creditor did not receive the dividend check in the above case for the following reason:

Dividends were not collected by the creditor, Advance America. Advance America has assigned the unclaimed funds and its claim to Dilks & Knopik LLC as evidenced by the attached Assignment Agreement.

4. The claimant's current mailing address is:

Dilks & Knopik, LLC as assignee to Advance America
35308 SE Center Street
Snoqualmie, WA 98065
425-836-5728
Last four digits of SS#/Tax ID: 9851

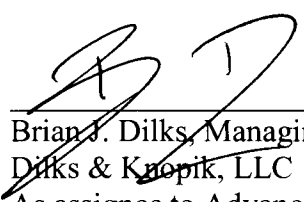
5. Pursuant to 28 U.S.C. Section 2024, the claimant requests that the Court issue an order directing payment of the unclaimed funds in the amount of \$306.06 to the Claimant, Dilks & Knopik, LLC and mail it to 35308 SE Center St, Snoqualmie, WA 98065.

US BANKRUPTCY COURT
EASTERN DISTRICT OF WI

2019 JUL 29 AM 11:44

FILED-MAIL

Dated: July 23, 2019

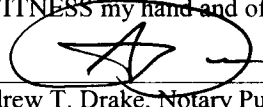


Brian J. Dilks, Managing Member
Dilks & Kropik, LLC
As assignee to Advance America
35308 SE Center St
Snoqualmie, WA 98065

State of Washington)
County of King)

On 7/23/19 before me, Brian J. Dilks, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.

Signature _____



Andrew T. Drake, Notary Public

My commission expires on September 9, 2019

United States Bankruptcy Court
For the Eastern District of Wisconsin

In Re:
Lisa M. Fenske

Case No. 11-32073-MDM
Chapter 13

Affidavit of Mailing

NOTICE IS HEREBY GIVEN that on July 23, 2019, I deposited in the Post Office in the City of Issaquah, State of Washington, securely enclosed in a sealed envelope, a true and correct copy of:

Affidavit and Request for Release of Unclaimed Funds

To: United States Attorney
Eastern District of Wisconsin
530 Federal Building
517 East Wisconsin Avenue
Attn: Susan M. Knepel
Milwaukee, Wisconsin 53202

United States Bankruptcy Court
Eastern District of Wisconsin
517 East Wisconsin Avenue
Room 126
Attn: Loretta Gordon
Milwaukee, WI 53202

Dated: July 23, 2019



Brian J. Dilks, Managing Member
Dilks & Knopik, LLC
35308 SE Center St
Snoqualmie, WA 98065

Dilks | & | Knopik

CERTIFICATE OF LLC RESOLUTION

The undersigned Members of Dilks & Knopik, LLC, an LLC, duly organized under the laws of Washington (hereinafter "The LLC"), hereby certify that the following resolutions were duly adopted by said Members of The LLC on June 7th, 2002 and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that Brian J Dilks, is hereby authorized and directed for and on behalf of The LLC to execute all legal documents as approved by him/her as being in the best interests of The LLC; and to take any and all further actions which may be necessary or appropriate to commence and complete said construction in such a manner as being, in his/her opinion, in the best interests of the LLC.

RESOLVED, that this action may be executed in counterparts and by facsimile signatures, each of which shall be deemed an original and all of which together shall constitute one action.

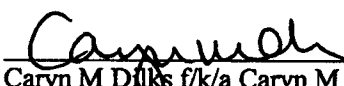
IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 1 day of

June, 20 18



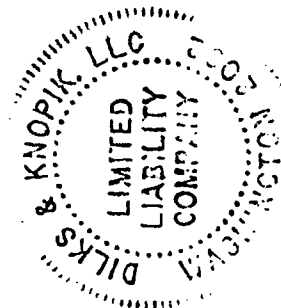
Brian J Dilks

Date: 6/1/18



Caryn M Dilks f/k/a Caryn M Knopik

Date: 6/1/18



Dilks | & | Knopik

CERTIFICATE OF LLC RESOLUTION

The undersigned Members of Dilks & Knopik, LLC, an LLC, duly organized under the laws of Washington (hereinafter "The LLC"), hereby certify that the following resolutions were duly adopted by said Members of The LLC on June 7th, 2002 and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that Caryn M Dilks f/k/a Caryn M Knopik, is hereby authorized and directed for and on behalf of The LLC to execute all legal documents as approved by him/her as being in the best interests of The LLC; and to take any and all further actions which may be necessary or appropriate to commence and complete said construction in such a manner as being, in his/her opinion, in the best interests of the LLC.

RESOLVED, that this action may be executed in counterparts and by facsimile signatures, each of which shall be deemed an original and all of which together shall constitute one action.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 1 day of

June, 20 18

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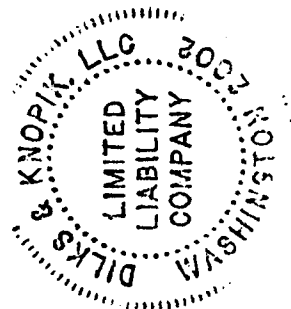
Brian J Dilks

Date: 6/1/18

Caryn M Dilks

Caryn M Dilks f/k/a Caryn M Knopik

Date: 6/1/18





Filed
Secretary of State
State of Washington
Date Filed: 05/10/2019
Effective Date: 05/10/2019
UBI #: 602 211 447

EXPRESS ANNUAL REPORT WITHOUT CHANGES

BUSINESS INFORMATION

Business Name:

DILKS & KNOPIK, LLC

UBI Number:

602 211 447

Business Type:

WA LIMITED LIABILITY COMPANY

Business Status:

ACTIVE

Principal Office Street Address:

35308 SE CENTER ST, SNOQUALMIE, WA, 98065-9216, UNITED STATES

Principal Office Mailing Address:

35308 SE CENTER ST, SNOQUALMIE, WA, 98065-9216, UNITED STATES

Expiration Date:

06/30/2020

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/Registration Date:

06/07/2002

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

OTHER SERVICES

REGISTERED AGENT **RCW 23.95.410**

**Registered Agent
Name**

Street Address

Mailing Address

BRIAN DILKS

28431 SE PRESTON WAY, ISSAQUAH, WA,
98027-0000, UNITED STATES

28431 SE PRESTON WAY, ISSAQUAH, WA,
98027-0000, UNITED STATES

GOVERNORS

Title	Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		BRIAN	DILKS
GOVERNOR	INDIVIDUAL		CARYN	DILKS

This document is a public record. For more information visit www.sos.wa.gov/corps

Work Order #: 2019051000246334 - 1

Received Date: 05/10/2019

Amount Received: \$60.00

Dilks | & | Knopik

CERTIFICATE OF LLC RESOLUTION

The undersigned Members of Dilks & Knopik, LLC, an LLC, duly organized under the laws of Washington (hereinafter "The LLC"), hereby certify that the following resolutions were duly adopted by said Members of The LLC on June 7th, 2002 and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that Jeffrey Hudspeth, is hereby authorized and directed for and on behalf of The LLC to execute all legal documents as approved by him/her as being in the best interests of The LLC; and to take any and all further actions which may be necessary or appropriate to commence and complete said construction in such a manner as being, in his/her opinion, in the best interests of the LLC.

RESOLVED, that this action may be executed in counterparts and by facsimile signatures, each of which shall be deemed an original and all of which together shall constitute one action.

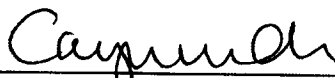
IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 10 day of

May, 2019



Brian J Dilks - Member

Date: 5/10/19



Caryn M Dilks f/k/a Caryn M Knopik - Member

Date: 5/10/19

Dilks & Knopik

Assignment Agreement

This Assignment Agreement (the "Agreement") is entered into as of Thursday, June 27, 2019 (the "Effective Date") by and between Dilks & Knopik, LLC, a Washington Limited Liability Company, with a principal place of business at 35308 SE Center Street, Snoqualmie, WA 98065, (the "Assignee") and Advance America, Cash Advance Centers, Inc. with an address of 135 N. Church Street, Spartanburg SC 29306 (the "Assignor").

1. Recitals

1.1. Assignor is/was a properly named and lawful creditor in multiple bankruptcy cases as shown listed in Schedule A. (the "Cases"). As a creditor in the Cases, Assignor was entitled to distribution of funds from the assets of the Debtor's Bankruptcy Estate in the amounts listed in Schedule A (the "Funds"). Remittance to Assignor was not successful, and pursuant to Federal Rule of Bankruptcy Procedure 3011 and 11 U.S.C. 347, the Funds were deposited into the Registry of the Court. The Funds then being subject to withdrawal in accordance with 28 U.S.C. 2042.

1.2. Assignor not desirous of attempting collection of the Funds, nor wishing to incur the time and expense of such collection, does hereby wish and does assign, and convey to the Assignee, for good and valuable consideration, all of Assignor's rights, title and interest in the Funds, without the presence of undue influence or coercion.

NOW THEREFORE, in consideration of mutual obligations, covenants, representations, and warranties herein, the parties agree as follows:

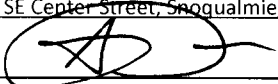
2. Assignment of Interest.

2.1. *Assets Assigned.* The assets herein assigned to Assignee are those stated in paragraph 1.1 above, or if more than one creditor claim was made in the Cases identified in Schedule 1, attached herinto and incorporated by reference, that collectively are the Funds held for the benefit of Assignor by the Clerk of the Court of the court identified in paragraph 1.1 in the Unclaimed Funds Registry.

2.2. *Assignment of Interest.* As herein stated Assignor, hereby does assign, transfer and convey all of Assignor's rights, title, and interest in the Funds, in an AS IS basis, for good and valuable consideration without undue influence or coercion, and of his/her/its free will. In the interest of consummating this Agreement, both parties do acknowledge and agree to fulfill their obligations herein to affect the lawful assignment, transfer, and conveyance of the Funds to Assignee.

2.3. *Consideration.* The consideration herein given by Assignee to Assignor shall be the performance of all reasonable and necessary services for the collection, recovery, or procurement of the Funds for a period not to exceed six (6) months. In the event, that recovery of the Funds within the twelve (12) month period is unsuccessful this Assignment shall terminate and all rights, title and interest in Funds herein granted shall revert to Assignor. Assignor at Assignor's discretion may extend this Assignment by way of addendum so stating and incorporated herein by reference. Such Addendum shall only modify the duration of the Assignment and nothing else unless otherwise agreed by the parties.

On this 23rd day of July, 2019, I certify
that the preceding or attached document titled
(Assignment Agreement), (6 pages) is a true, accurate
and complete redacted copy of the original being held at
35308 SE Center Street, Snoqualmie, WA 98065



Andrew T. Drake – Notary Public
My commission expires: September 9th, 2019


Page 1 of 6

2.4. *Power of Attorney.* To the extent necessary under applicable law, the Assignor does hereby appoint for the limited purpose of collection of the Funds and fulfillment of Assignor's obligation(s) under this Agreement, Dilks and Knopik, LLC as its attorney-in-fact.

3. *Closing.* The closing of the transaction herein shall be done immediately upon fulfillment of each party's obligations hereunder, or on such other date as the parties may agree (the "Closing Date"). At the closing, Assignor shall deliver an original of this Agreement and such other documents as may be required to consummate this transaction, and Assignee shall deliver a countersigned Agreement and any other document(s) requiring countersignature, and the consideration herein. Any closing costs shall be paid by the party incurring such costs.

4. **Representations and Warranties.**

4.1 *Assignor.* Assignor does hereby represent and warrant that (a) he/she/it is legally competent to execute this Agreement, and has full power, authority and legal right to execute, deliver, and perform as agreed under this Agreement, (b) that he/she/it is the sole and lawful entity entitled to the Funds herein assigned to Assignee, (c) that he/she/it has not otherwise pledged, sold, assigned, transferred, or conveyed the interest herein assigned to Assignee to any other party, person or entity, in whole or in part, providing such proof as may be necessary (d) that he/she/it is not involved in any legal proceeding that may affect any right to assign, transfer or convey to Assignee the interest in the Funds herein contemplated, (e) that he/she/it performs under this contract without undue influence or coercion on the part of the Assignee or any other party, (f) that he/she/it shall cooperate with Assignee to fulfill his/her/its obligations under this Agreement and to Assignor, including execution of this Agreement and such other documents as may be necessary to effect the assignment to Assignee without delay. Assignor has verified that all Funds are currently owned by Assignor, (g) that he/she/it acknowledges and understands that during the period above described in paragraph 2.3 he/she/it shall not attempt or seek to collect the Funds by way of his/her/its own action, or contract, enlist, or otherwise procure the services of any other person or entity for the collection, recovery, or procurement of the Funds, and (f) that by way of this Assignment he/she/it has granted exclusive right, title, and interest to the Funds for the period of above referenced.

4.2 *Assignee.* Assignee does hereby represent and warrant that it has full power, authority and legal right to execute this Agreement, and shall cooperate with Assignor to fulfill its obligations under this Agreement. Assignee further represents and warrants that by this Assignment it is bound to perform the services as described in paragraph 2.3 (above).

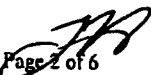
5. **Breach.**

5.1. Any misrepresentation as to the Representation and Warranties in paragraph 4.1 by Assignor shall constitute a breach of this Agreement.

5.2. In the event of Breach, Assignee, as its sole and exclusive remedy, shall be entitled to terminate this Agreement with immediate effect and be entitled to reimbursement of any costs or expenses incurred by Assignee in providing the services to collect, recovery or procure the Funds unless good cause exists why it should not.

5.3. Upon termination, Assignee shall no longer be required to provide any services to which it is bound to perform herein, and withdraw any petition previously filed with any agency or court without liability for the effect(s) of such withdrawal.

6. *Waiver.* Waiver of any remedy by Assignor shall not constitute or be construed as a waiver any other provision of this Agreement by Assignee.


Page 2 of 6

7. Drafting.

7.1. The parties hereto has participated in the drafting of this Agreement, which each party acknowledges is the result of extensive negotiations between the parties.

7.2. In the event of any ambiguity or question of intent arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8. General Provisions.

8.1. *Enforceability.* This Agreement constitutes full understanding of the parties superseding any and all prior agreements, oral or written, and the binding obligations of the parties in accordance with its terms except as may be limited by operation of law.

8.2. *Binding Effect.* The terms and provisions of this Agreement shall be binding on and inure to the benefit of the successors, assigns, heirs, and legatees of the parties.

8.3. *Notices.* Any notices required to be provided hereunder shall be delivered to the address of each party as first stated above, or such other address of which each party may notice the other.

8.4. *Headings.* All headings contained herein are for convenience of reference and organization only, and shall not be construed or interpreted to be part of this Agreement, nor affect in any way its meaning or interpretation.

8.5. *Mutual Writing.* This Agreement has been drafted by mutual contribution of the parties, and shall not be construed against either party due to authorship.

8.6. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.7. *Advice of Counsel.* Assignor has sought independent legal advice or hereby waives the opportunity to seek such legal advice prior to the execution of this Agreement.


8.8. *Severability.* In the event any provision herein is deemed to be invalid, illegal, or unenforceable, such provision shall be removed, but all other provisions herein shall remain in full force and effect.

8.9. *Choice of Law.* This Agreement shall be interpreted in the law of Washington State, any disputes, claims, or controversies arising under or related to it shall be brought in a court of competent jurisdiction in King County, Washington. In the event of matter brought before a court, both parties waive its right to trial by jury, and specifically agree that any matter brought by either party may be decided by a bench trial, or if appropriate by arbitration under the rules of the court governing such procedure.


8.10. *Time of the Essence.* The parties hereto acknowledge that time is of the essence in the performance of all obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Assignor:


Advance America, Cash Advance Centers, Inc.
Christian Rudolph - CFO and Treasurer

Assignee:


Dilks & Knopik, LLC
Jeffrey Hudspeth - Authorized Signatory

Reviewed By Legal

Date 7.2.2019

By 


Page 3 of 6

Dilks & Knopik

NOTICE OF ASSIGNMENT

For good and valuable consideration, the undersigned, Advance America, Cash Advance Centers, Inc. ("Assignor"), hereby, assigns, conveys and transfers over and unto Dilks & Knopik, LLC ("Assignee"), any and all of right, title and interest in and to the below referenced funds/claim(s).

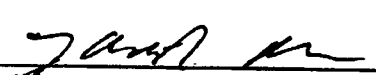
The Assigned funds/claim(s):

The Assigned Funds/Claim(s): Listed on Schedule A

FUNDS/CLAIM(S) ARE BEING ASSIGNED "AS-IS, WHERE-IS" WITH NO WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXCEPT AS EXPRESSLY PROVIDED IN THE ASSIGNMENT AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties hereto have caused this notice of assignment to be executed as of the Thursday, June 27, 2019.

Advance America, Cash Advance Centers, Inc.


Christian Rudolph - CFO and Treasurer

Reviewed By Legal

Date 7-2-2019

By 


Page 4 of 6

Schedule A

Gross Amount	Account Name	Cash Number	Debtor	Claim #	Jurisdiction	Net Amount After Contingency Exp's Paid
\$					Eastern District of Arkansas	
\$					Eastern District of Arkansas	
\$					Western District of Arkansas	
\$					District of Arizona	
\$					District of Arizona	
\$					District of Colorado	
\$					District of Colorado	
\$					District of Colorado	
\$					District of Colorado	
\$					District of Colorado	
\$					District of Colorado	
\$					Middle District of Florida	
\$					Central District of Illinois	
\$					Eastern District of Louisiana	
\$					Eastern District of Louisiana	
\$					Eastern District of Louisiana	
\$					Western District Of Louisiana	
\$					Northern District Of Ohio	
\$					Northern District Of Ohio	
\$					Northern District Of Ohio	
\$					Northern District Of Ohio	
\$					Northern District Of Ohio	
\$					Northern District Of Ohio	
\$					Southern District Of Ohio	
\$					Southern District Of Ohio	
\$					Total	

Assignor: ZC

Assignee (D&K):

Schedule A Page 1 of 2
Assignment Agreement Page 5 of 6

Gross Amount	Account Name	Case Number	Debtor	Claimit	Jurisdiction	Net Amount After Courtship Fee's Paid

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Assignment Agreement Page 6 of 6

Phone: 920.231.2150
Fax: 920.231.5713
E-Mail info@ch13oshkosh.com
Website: www.ch13oshkosh.com

REBECCA R. GARCIA
Chapter 13 Trustee in Bankruptcy
EASTERN DISTRICT OF WISCONSIN
P O Box 3170
Oshkosh, WI 54903-3170

October 30, 2015

Clerk, U.S. Bankruptcy Court
Eastern District of Wisconsin
514 East Wisconsin Avenue
Milwaukee, WI 53202

Re: Unclaimed Funds

Dear Unclaimed Court:

Enclosed please find our check # 513676 in the amount of \$306.06 which is being sent to you as unclaimed funds. These funds are from:

<u>Case Number</u>	<u>Debtor 1</u>	<u>Debtor 2</u>	<u>Amount</u>
11-32073-MDM	LISA M FENSKE		\$306.06

The funds issued to ADVANCE AMERICA have become stale-dated (more than 90 days from date of issuance). Our office has made attempts to contact the creditor without success. The last address we had for ADVANCE AMERICA is 135 NORTH CHURCH STREET SPARTANBURG, SC 29306

Sincerely,



Kalina N Xiong
Chapter 13 Assistant

Enclosure: Check #513676

FILED MAIL
NOV 02 2015
US BANKRUPTCY COURT
EASTERN DISTRICT OF WI

Payee: US BANKRUPTCY COURT

Date: Oct 30, 2015

Case #	Debtor Name(s)	SSN 1	SSN 2	Payment	Principal	Interest	Balance
1132073	LISA M FENSKE ACCT: 6707	XXX-XX-6707		306.06 [00003/33]	306.06	0.00	0.00
		UNSECURED					

29562
SD

TOTALS

306.06

306.06

0.00

0.00

United States Bankruptcy Court
For the Eastern District of Wisconsin

In Re:
Llisa M. Fenske

Case No. 11-32073-MDM
Chapter 13

Order Directing Payment of Unclaimed Funds

The amount of \$306.06 was deposited into the Registry of the United States Bankruptcy Court on 11/02/2015, as unclaimed of Advance America.

On July 23, 2019, an Affidavit and Request for Release of Unclaimed Funds and an Affidavit of Mailing confirming that notice was provided to the Office of the United States Attorney, were filed with this court.

Therefore:

IT IS ORDERED that the Clerk of the United States Bankruptcy Court pay \$306.06 to Dilks & Knopik, LLC, 35308 SE Center St, Snoqualmie, WA 98065.

Dated at Milwaukee, Wisconsin, this _____ day of _____, 20____.

United States Bankruptcy Judge

DILKS & KNOPIK, LLC

"When Success Matters"

July 23, 2019

United State Bankruptcy Court
Eastern District of Wisconsin
517 East Wisconsin Avenue
Room 126
Attn: Loretta Gordon
Milwaukee, WI 53202

RE: Application for the Release of Unclaimed Funds

Dear Ms. Gordon:

I am applying to the US Bankruptcy Court, Eastern District of Wisconsin for the release of the unclaimed monies due and owing to Dilks & Knopik, LLC as assignee to Advance America for the amount of \$306.06. This is from the Bankruptcy of Lisa M. Fenske and Case No. 11-32073-MDM.

Thank you for your attention to this matter.

Sincerely,



Brian J. Dilks

RECEIVED-MAIL
2019 JUL 29 AM 11:43
US BANKRUPTCY COURT
EASTERN DISTRICT OF WI

35308 NE Center St
Snoqualmie, WA 98065

Phone (425) 836-5728
Fax (877) 209-8249
Email admin@dilksknopik.com

www.dilksknopik.com